WARRANTY POLICY

PROFESSIONAL LUMINAIRES – 5 YEARS WARRANTY

1.GENERAL TERMS

A.Scope

The warranty set forth below is provided by OCTA LIGHT with respect to OCTA LIGHT® branded LED luminaires and sold by OCTA LIGHT worldwide (hereinafter referred to as "Products") to its direct customers (hereinafter referred to as: "Customers").

This warranty is effective for purchases of Products on or after the effective date set forth below. OCTA LIGHT reserves the right to change this warranty without prior notice. Any such change shall be effective for all orders placed with OCTA LIGHT on or after the effective date of such change.

B.Warranty Coverage

OCTA LIGHT warrants that each Product will be free from defects in materials and workmanship subject to all conditions and limitations contained in this warranty for a period of five (5) years for the luminaires listed in the Appendix (hereinafter referred to as: "Warranty Period"), from the date of invoice.

This warranty covers only products applied with their "intended" or "normal" use as defined in their technical specification as recorder in the Technical Datasheet and/or Installation Instructions provided by Octa Light Bulgaria at the time of purchase. And provided that the electrical installation in which the product works is not subjected to voltage fluctuations exceeding the operating voltage and input current as specified in the Technical Datasheet and product label, taking into account atolerance of 5% on the drivers' nominal current, and the average ambient temperature does not exceed the rated Tq performance temperature as defined in Technical Datasheet, and the working conditions never exceed the IP and IK rating of the product.

This warranty is granted only for Products switched on/off on a daily basis with an average annual utilization of 4.000 hours and used in accordance with theirtechnical specifications and installation instructions.

Official photometrical measurements can only be carried out by OCTA LIGHT or by a mutually agreed accredited laboratory with a protocol defined by OCTA LIGHT.

In case of defective Products determined as such by OCTA LIGHT and determined by OCTA LIGHT to be covered by this warranty, OCTA LIGHT shall at its sole discretion repair or replace such Products. If a Product has been discontinued or is not available for any other reason, OCTA LIGHT may propose an alternative product.

2.LIMITATIONS AND CONDITIONS

This warranty is strictly limited to the Products delivered by OCTA LIGHT. All other costs (e.g. dismounting, freight for defective parts or Products, removal and reinstallation, transport time, tools for lifting and scaffolding or other costs coming from an installation breakdown, as well as all costs or damages that are consequential, special, incidental or pure financial damages such as loss of revenue/profits, damage to property, work stoppage, idle assets, loss of production, costs incurred by closed roads, road signs, traffic deviations etc.) are explicitly excluded and OCTA LIGHT shall not be liable for injury to any person or damage to property.

The Customer must demonstrate that any default, defect or damage to a Product or part thereof does not result from or is not directly or indirectly caused by any error, default, neglect, abuse, misuse or abnormal use by the Customer including without limitation the Customer's failure to comply with any of the following conditions or requirements:

-In every case, the Customer has properlytransported the Product using the originalpackaging;

-The Customer has consistently stored, installed,used and maintained the Product in compliance withOCTA LIGHT specifications, guidelines, andinstructions and, where applicable, IEC standards;

-The Customer has only used the Product for apurpose that was intended by OCTA LIGHT;

-The Product has consistently been wired, installedand operated within the electrical values, operatingrange and environmental conditions in compliancewith OCTA LIGHT specifications, applicationguidelines, IEC standards or any other documentaccompanying the Product;

-The Product has not been subjected to mechanicalloads which are inconsistent with its intended use;

-The Product has not been exposed to ambienttemperatures in excess of the lower of Ta = 45°C(integrity, safety temperature) or the maximum valuespecifically rated by OCTA LIGHT;

-Neither the Customer nor anyone other than OCTALIGHT has repaired, replaced, adjusted or alteredany Product and/or any part thereof, without OCTALIGHT's prior and written consent and authorization;

-The not accessible/sealed parts, e.g. opticalcompartments, of the Product have not beenopened by the Customer without OCTA LIGHT'sprior and written authorization;

- The Product has not been improperly manipulated and/or put into contact with chemical products.

This warranty does not apply to:

- damage or failure to perform arising as a result of a force majeure or from any violation of any applicable standard or regulation, including without limitation those contained in the latest safety, industry and/or electrical standards and regulations applicable to the Customer;

- failure in performance, structural defect or functional deficient when OCTA LIGHT has complied in full with the Customer's written briefs, drawings or specifications which subsequently are found to be inadequate, incomplete or defective;

- damage or failure to perform arising as a result of electrical supply conditions, including spikes, over-voltage/under-voltage and ripple current control systems that are beyond the specified limits of the Product and those defined by relevant suppliers or contrary to industry standards relating to acceptable input power;

- any acts of nature such as lightning damage or corrosion should the corrosion be the result of external causes or factors (e.g. chemical products);

- additional control gears e.g. telemanagement;

- parts, elements and/or accessories added to the Product after its delivery;

- normal wear and tear of the Product.

Should the Product be installed in a corrosive environment, notably seaside or chemical site, the Customer must inform OCTA LIGHT, which shall prescribe necessary precautions like additional, specific treatment and painting that the Customer should comply with, including the regular respect of the prescribed maintenance actions during the course of operation.

3. NO IMPLIED OR OTHER WARRANTIES

The warranties explicitly granted in this warranty are the only warranties given by OCTA LIGHT in connection with the Products supplied to its Customers and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights, all of which are hereby disclaimed.

In no event shall the liability of OCTA LIGHT for all claims made under this warranty with respect to a Product item exceed the total payments made by the Customer for that Product item. Moreover the Customer shall not be entitled to request and/or claim any payment extensions, price reductions or the termination of the supply contract if any.

No agent, distributor or dealer is authorized to change, modify or extend the terms of this warranty on behalf of OCTA LIGHT.

4. WARRANTY CLAIMS

The Customer must immediately notify OCTA LIGHT of a possible claim in writing within thirty (30) calendar days from discovery of the defect or damage and, in any event within the Warranty Period, and give in such notification details of the defect or damage, including without limitation:

- Installation characteristics (location, street, number of Products affected, relevant installation details, etc.)

- Manner in which and environment circumstances under which the Products have been used

- Name, variant, model and serial numbers (if available) of the defective Products

- Copy of the invoice and delivery note

- Installation date

- Detailed problem description.

A Customer may only ship a defective Product back to OCTA LIGHT if OCTA LIGHT has issued an RMA (Return Material Authorization) for that Product.

OCTA LIGHT representatives shall be granted the right to access the defective Product prior to its disassembly and/or power grid to which the Product was connected for verification. Any restriction to this right will release OCTA LIGHT from its warranty obligations hereunder with respect to the affected Product. Damaged parts, debris etc. should not be disposed of until written authority is given by OCTA LIGHT.

Non-conforming or defective Products or parts shall become OCTA LIGHT's property as soon as they have been replaced.

If after issuance of an RMA, OCTA LIGHT determines that the Customer has no warranty protection for the Product(s) shipped under the RMA, OCTA LIGHT is entitled to charge the Customer the costs that it incurs in inspecting the Product(s) and determining whether it is eligible for warranty coverage.

The Warranty Period for replaced or repaired part or Product shall be the remainder, if any, of the initial Warranty Period for the repaired or replaced part or Product.

Effective Date: 01.01.2024

Copyright © 2024 Octa Light International SJSC
www.octa-light.comn